First, it seems doubtful whether the duty of a public servant is as extensive as is suggested by the writer. A public service company differs from other companies only in the fact that it must do business, at a uniform and reasonable rate, with any person who presents himself. Other than this it is not obvious that its liability extends beyond that of ordinary companies. Accordingly a consignee, in a case where title remained in the consignor, has been denied recovery against a carrier of goods. *Ogden* v. *Coddington*, 2 E. D. Smith's Rep. (N. Y.) 317, 327. Secondly, granted that the company owes a public duty, any one suing for a breach thereof must show special damage. Where damage is required to establish a cause of action, as would seem the case here, mental suffering is not such damage as the court should regard. *Wyman* v. *Leavitt*, 71 Me. 227; *Davies* v. *Solomon*, L. R. 7 Q. B. 112. The doctrine finds some slight support. *Mentzer* v. *Western Union Teleg. Co.*, 93 Ia. 752. But, however beneficial its application might be, it seems a complete innovation, rather than existing law applied to new circumstances. As such it is a matter for the legislature rather than the courts, and an examination of the subject leads to the belief that while existing law makes recovery possible in certain instances, uniform relief for the sendee must come by statute. *Western Union Teleg. Co.* v. *Ferguson*, 157 Ind. 37.

STARE DECISIS. — Although the doctrine of *stare decisis* is everywhere recognized by the courts, a great deal of confusion exists as to the occasion and extent of its application. An attempt is made in a recent article to state the proper limitations of the doctrine as applied in the United States. *The Doctrine of Stare Decisis — Its Application to Decisions Involving Constitutional Interpretation*, by William J. Shroder, 58 Central L. J. 23 (Jan. 8, 1904). The writer asserts at the outset that the rule, which under certain conditions makes the decisions of courts binding as precedents, is one of public policy based on the advantages of stability in the law. It was by reason of such a rule in the Roman law that the "decreta" and "rescripta" of the Emperor in particular cases were conclusive for all similar cases. The binding force of the precedent was assumed very early in the English law, and decisions of the House of Lords are now binding not only upon all inferior tribunals, but also upon that body itself. In considering the American doctrine of *stare decisis* the writer finds that its limitations are of two kinds, internal, or those which determine when a decision is binding as a precedent, and external, or those which determine to what extent a precedent is binding. The former, as stated, are that there must be (1) a deliberate and solemn decision, (2) made after argument, (3) on a question necessary to the determination of the case. Such a decision is a binding precedent in (4) the same court, (5) in inferior courts, (6) where the very point is again in controversy. Two external limitations are noted to the effect that a precedent is not binding, (1) when the decision is manifestly incorrect in statement or application, or (2) when the decision, although correct at the time of utterance, is rendered unsatisfactory by change of conditions. The second will be found to qualify the first where, for example, such property interests have been acquired under an incorrect statement of the law as to render a change inexpedient. Mr. Shroder's conclusion is that the rule of *stare decisis*, so limited, has the same application to constitutional decisions as to those involving private right.

THE NEGOTIABLE INSTRUMENTS LAW. — In the Michigan Law Review for January, Mr. Amasa M. Eaton recounts at length the history of this law and reviews the extended discussion to which it has given rise. 2 Mich. L. Rev. 260. The article is particularly timely since the Negotiable Instruments Law is at present before the Michigan Legislature. Commencing with the birth of the American Bar Association in 1878, the writer traces step by step the develop-

ments which finally led to the drafting of the bill in 1895, by Mr. John J. Crawford. The Negotiable Instruments Law has now been adopted in twenty-one States, one Territory, and the District of Columbia.

The first criticism of the law was published by Dean Ames in the HARVARD LAW REVIEW for December, 1900. This was the beginning of a long and active controversy with Dean Ames upon one side and Judge Brewster, Mr. Farrell, and Mr. McKeehan upon the other. Mr. Eaton, himself a strong advocate of the law, takes up the various sections of the bill which have met with the disapproval of Dean Ames, and states briefly the arguments advanced by both sides.

The last portion of Mr. Eaton's article consists of a summary of the forty-two decisions which have arisen under the law, many of which did not even reach the courts of last resort. And an examination of these cases would lead one quickly to the conclusion that "it has become quite the fashion to require the courts to construe statutes which to the average lay mind seem to require no construction."

The substantial defects in the Negotiable Instruments Law, considering the magnitude of the field covered, seem to be few. It is hoped that the article by Mr. Eaton will serve to make the advantages of the law more apparent to the legal profession of those states which have not yet adopted it.

ADMIRALTY JURISDICTION OVER STATE CANALS. *Anon.* 58 Central L. J. 21.

BURDEN OF PROOF IN CIVIL ACTIONS. *R. W. Winston.* 1 North Carolina J. of L. 6.

CHANGES WROUGHT BY THE NEGOTIABLE INSTRUMENTS LAW. *Samuel F. Mordecai.* Discussing changes effected in North Carolina. 1 North Carolina J. of L. 14.

CODIFICATION OF MERCANTILE LAW. *M. D. Chalmers.* 1 Commonwealth L. Rev. 79.

COMMONWEALTH LEGISLATION AND JUDICIAL INTERPRETATION. *John Quick.* 1 Commonwealth L. Rev. 62.

COMPENSATION FOR LAYING SEWERS AND PIPES. *Anon.* 67 Justice of P. 614.

CONFESSIONS IN CRIMINAL LAW. *S. M. T.* Discussing Indian cases. 5 Bombay L. Rep. 199.

CONSTITUTIONAL PROVISIONS GUARANTEEING FREEDOM OF THE PRESS IN PENNSYLVANIA. *Thomas Raeburn White.* 52 Am. L. Reg. 1.

CONTEMPT OF COURT. *John F. Geeting.* 36 Chic. L. News 176.

CONVERSION OF THE DEBT OF A CHILD INTO AN ADVANCEMENT BY THE PARENT. *Walter J. Lotz.* 58 Central L. J. 42.

CONVEYANCING AND EQUITY CASES. *Anon.* Review of the English decisions of 1903. 39 Law J. 31.

COVENANTS AS TO USES. *Anon.* 37 Irish L. T. 537.

CRIMINAL APPEALS AT COMMON LAW. *Charles Morse.* 40 Can. L. J. 19.

DAMAGES IN LIEU OF INJUNCTION. *Anon.* 37 Irish L. T. 545.

DISTRIBUTION OF PERSONAL ESTATES OF MARRIED WOMEN DYING INTESTATE. *Emilie M. Bullowa.* Criticising the present state of law in New York. 66 Albany L. J. 11.

DOCTRINE OF STARE DECISIS. *William J. Shroder.* 58 Central L. J. 23. See *supra.*

EXPANSION OF THE COMMON LAW. PART II. *Frederick Pollock.* One of a series of lectures delivered in this country. 4 Columbia L. Rev. 12.

EXPEDIENCY OF FEDERAL CONTROL OF CORPORATIONS. *Chas. Quarels.* 19 Chic. L. J. 739.

"FAIR COMMENT." *Anon.* 38 Irish L. T. 41.

FOREIGN RECEIVERS: THEIR DUTIES, POWERS AND LIABILITIES. *Anon.* 58 Central L. J. 4.

HISTORY AND THEORY OF THE LAW OF DEFAMATION. PART II. *Van Vechten Veeder.* 4 Columbia L. Rev. 33.

HOW FAR SHALL THE JUSTICE AND RIGHTS OF THE PARTICULAR CAUSE PREVAIL OVER A STRICT APPLICATION OF ESTABLISHED RULES OF LAW? *C. La Rue Munson.* 13 Yale L. J. 124.

JUDICIAL POWER OF THE COMMONWEALTH. PART I. *T. R. Bavin.* 1 Commonwealth L. Rev. 49.

LEGALITY OF CONTRACTS AFFECTING THE JURISDICTION OF COURTS. *Glenda Burke Slaymaker.* 58 Central L. J. 64.

LIABILITY OF ANY BUT LICENSED MEDICAL PRACTITIONERS FOR INJURIES RESULTING FROM THEIR ATTENTIONS UPON THE SICK. *Anon.* 58 Central L. J. 61.

LIABILITY OF SUBSCRIBERS ON STOCK SUBSCRIPTIONS. *Glenda Burke Slaymaker.* 66 Albany L. J. 4.

LIABILITY OF TELEGRAPH COMPANIES. *Morris Wolf.* 51 Am. L. Reg. 715. See *supra.*

LIABILITY OF THE GOVERNMENT FOR THE USE OF PATENTED INVENTIONS. *Charles C. Binney.* 52 Am. L. Reg. 22.

MISSOURI SUPREME COURT AND THE BRIBERS. *Anon.* 7 Lawgiver 28.

MR. JEFFERSON AND CHIEF JUSTICE MARSHALL. Publishing a letter from Mr. Jefferson to Judge William Johnson, in which the former expresses his views on *Cohens* v. *Virginia* and *Marbury* v. *Madison.* 9 Va. L. Reg. 689.

NORTHERN SECURITIES CASE. *Anon.* 7 Lawgiver 26.

NOTABLE DECISIONS OF THE JUDICIAL YEAR. *Anon.* 37 Irish L. T. 534.

NUMERALS AND LETTERS IN CONNECTION WITH ARTICLES OF COMMERCE. *Bernard C. Steiner.* Discussing trade-mark protection. 13 Yale L. J. 140.

PRACTICE AS TO COSTS OF PAUPER LITIGANTS IN ENGLAND. *Anon.* 13 Madras L. J. 259.

PROPERTY IN PHOTOGRAPH. *Anon.* Discussing the question with reference to the Victorian Act. 25 Australian L. T. 99.

RECENT CASES ON GENERAL AVERAGE AND INSURANCE. *N. W. Sibley.* 26 L. Stud. J. 12.

RESCISSION FOR BREACH OF WARRANTY. *Francis M. Burdick.* 4 Columbia L. Rev. 1. See *supra.*

RIGHTS OF EMPLOYEES AGAINST EMPLOYERS' BLACKLISTS. *Rupert Sargent Holland.* 51 Am. L. Reg. 803.

SOME CONSTITUTIONAL OPINIONS OF THE LATE MR. JUSTICE GWYNNE. *George Martin Rae.* 24 Can. L. T. 1.

SUPREME COURT OF THE UNITED STATES DURING THE FIRST HALF CENTURY OF ITS EXISTENCE. PART II. *A. Inglis Clark.* 1 Commonwealth L. Rev. 69.

TREND OF LITIGATION AND COSTS. *Wolfe Fink.* Discussing costs in Australia. 1 Commonwealth L. Rev. 59.

VOTING TRUSTS AND HOLDING COMPANIES. *Edward Avery Harriman.* 13 Yale L. J. 109. See *supra.*

WHETHER INSECTS ARE FERÆ NATURÆ OR DOMESTIC ANIMALS WITHIN THE STATUTE AGAINST CRUELTY TO ANIMALS. *Anon.* 58 Central L. J. 41.

WOMAN'S LEGAL STATUS IN ANCIENT AND MODERN TIMES. *James Fluegel.* 25 Australian L. T. 102.

II. BOOK REVIEWS.

THE LAW OF CONTRACTS. By Theophilus Parsons. Ninth Edition. By John M. Gould. Boston: Little, Brown & Company. 1904. 3 vols. pp. cccvii, 646; xx, 974; x. 749. 8vo.

The preparation of a new edition of Parsons on Contracts is an undertaking that might well put a brave editor in fear. Professor Parsons included under the title of this book not only branches of contract law ordinarily dealt with in separate treatises — such as bills and notes, partnership, sales, bailments, insurance, suretyship, and damages, but also topics which have very slight relation to contract law, such as shipping and admiralty, liens, bankruptcy, patents, copyrights, trademarks, and contributory negligence. It is no longer possible to treat in detail, with full citation of authorities, so many subjects in three volumes of moderate size. Moreover, such treatment could not now be attempted without taking greater liberties with the original text than would be justifiable in re-editing a book so widely known and so frequently cited as the one under consideration. It is but fair, therefore, to have in mind, in passing judgment on the new edition, the difficulties besetting the editor. It is a desirable thing to have this new edition, and it is unreasonable to cavil because the editor has not achieved the impossible. It is by what has been done, not by what has been omitted, that the edition must be judged, for in a book of such vast scope it is out of the question to have a new and complete note on every difficult problem suggested by the text or the notes of previous editors.